

18:5 Planning and Preparation Time

- 18:5.1 Each secondary employee will receive five (5) periods, or no less than 225 minutes per week, of planning and preparation time. Such time will occur within the student day.
- 18:5.2 Elementary classroom teachers shall receive no less than 225 minutes per week of planning and preparation time within the student day. Such time shall be in periods of at least thirty (30) minutes.
- 18:5.3 Elementary related arts teachers and all other employees shall receive 225 minutes per week of planning and preparation time. Such time shall be in periods of at least thirty (30) minutes within the workday. Every effort will be made, wherever possible, to schedule planning time for related arts teachers within the student day.
- 18:5.4 Notwithstanding Sections 18:5.1 and 18:5.2, planning and preparation time at schools having a six (6) hour student day may not be within the student day. However, should extenuating circumstances cause the six hour student day to be extended by 10 minutes or more, the Administration will meet with the Association to discuss the situation. No adjustment to planning periods will be made until a resolution has been reached.
- 18:5.5 Except in an emergency, no employee will lose his/her planning and preparation time. Employees will not be required to attend a meeting during planning and preparation time unless given 24 hours notification. Group meetings should not be regularly scheduled during planning and preparation time.
- 18:5.6 In an effort to provide on a daily basis the planning time as specified in 18:5.2 and 18:5.3 the following procedure will be implemented:
- (a) The Human Resources Office will conduct a survey by September 15th of each year to determine what elementary schools, if any, are not providing daily planning time and/or planning time within the student day for the related arts teachers;
 - (b) The building liaison and the building administration will attempt to resolve planning time issues prior to October 1. Between October 1 and November 15 of each year the Superintendent, or designee, and the Association President, or designee, shall meet with the principal and the Building Liaison Committee to attempt to work out a resolution;
 - (c) Resolution of the lack of daily planning time can take into account all options except the hiring of additional staff;
 - (d) If a resolution can be reached it shall be implemented.
- 18:6 Employees will not normally be required to collect money for community drives, student contributions to charities, money for school banks, PTA dues, student pictures, or student insurance. This provision does not apply to collection of envelopes without regard to content. Employees will be responsible for collecting and transmitting money to be used for educational purposes such as field trips and fund-raising activities.
- 18:7 Supervision of a student teacher or method student will be voluntary. The employee will receive the stipend paid by the college for performing this service.

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- 18:8 Within the confines of the total school program, the building principal will make a reasonable effort to assign employees on teaching teams to the same planning and preparation time period.
- 18:9 Where a departmentalized schedule is utilized, the building principal will make every reasonable effort to limit an employee's number of teaching classes and preparations per day.
- 18:10 Whenever possible all notices to delay or cancel school openings will be transmitted no later than 6:00 a.m. for announcement over radio stations, WDEL, WNRK, WILM, and WJBR. In the event of delayed openings, employees are expected to arrive at work as early as possible, taking into consideration the reasons for the delay and the distance traveled.
- 18:11 Reasonable effort will be made to limit a classroom teacher's placement to not more than two buildings.
- 18:12 All teachers will maintain up-to-date lesson plans. No teacher will be required to submit daily or weekly lesson plans, but such plans will be made available to the administrator upon request. In the event a teacher is absent, instructional plans for three (3) days in advance must be available for the substitute teacher.
- 18:13 Wherever possible, employees who function outside the regular classroom may, request and will be granted input into their schedule with the building administrator; wherever possible, this schedule will be in operation by the first student day.
- 18:14 Employees may request use of a personal day the day before or after a holiday. Such request will be granted or denied based upon the same criteria applied for other personal day requests, including number of requests and the availability of substitutes.

ARTICLE 19 LEAVES OF ABSENCE

- 19:1 Leaves of absence, including sick leave and absences for other reasons, will be according to Delaware State Law or other applicable laws. For the information of employees, a summary of State Law is placed at the end of this Agreement as Appendix G.
- 19:2 Sick Leave
- 19:2.1 Employees will be entitled to sick leave as provided by Delaware State Law.
- 19:2.2 Employees, upon their request, will be entitled to personal days as provided by State Statutes.
- 19:2.3 Allowable sick leave for subsequent employment is to be available at the start of the school year in accordance with Delaware State Law. Adjustments for employees who terminate services prior to the end of the school year will be made in their final paycheck. Adjustments will be pro-rated based on sick leave being earned at the rate of one (1) day per month of service to the District.
- 19:2.4 Each employee will be given a written accounting of his/her accumulated sick leave credit as soon as possible but no later than October 30 of each year.

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- 19:3 In addition to State provided personal leave, the District will provide that when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness, such absence will not be charged against sick leave if:
- (a) the legal proceeding relates to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of this proceeding; or
 - (b) the legal proceeding involved a matter of public interest, as distinguished from a private dispute, and the appearance of the employee as a witness in said proceeding may properly be considered to be the discharge of a civic responsibility.
- 19:3.1 Jury Duty - Any employee who is called for jury duty and presents evidence to the Human Resources Office that the employee requested exemption from such duty, and the proper party in writing refused such exemption, will receive the daily rate of pay as an employee, and the employee will turn in to the District payment received for jury duty.
- 19:4 The following leaves of absence provisions not provided by Delaware State Code, are included as part of the Agreement:
- 19:4.1 Extended Leaves of Absence
- (a) A leave of absence without pay and without credit for experience toward tenure, salary computation, or pension eligibility or computation will be granted up to one (1) year for (1) the illness or disability of an employee, or (2) the purpose of caring for a critically ill member of the employee's immediate family. Extensions of the above leaves may be granted at the discretion of the Board.
 - (b) A maternity leave will be granted according to the terms set forth in Federal and State regulations as listed in Appendix G of this Agreement. Any employee on maternity leave will be permitted to substitute in the District.
 - (c) Any employee adopting a child of up to four (4) years of age may receive an adoption leave of up to one (1) year which will commence upon receiving de facto custody of said child or earlier if necessary to fulfill the requirements for the adoption.
 - (d) Employees may be granted an unpaid leave of absence of up to one (1) year for the purpose of child care or child rearing.
 - (e) Sabbatical leave will be granted as specified by Delaware Code. In addition, the District will pay a local supplement to the employee on a sabbatical leave of five thousand (\$5,000) dollars for a full school term leave or twenty-five hundred (\$2,500) for a one-half school term leave. The District will continue the local fringe benefit stipend and the Blue Cross/Blue Shield/HMO local supplement at the District expense. The employee on sabbatical leave will agree in writing and in advance to return to the District for a period of one (1) year or to repay the Board the amount of local supplement monies granted toward sabbatical leave.
 - (f) Leaves of absence for other reasons may be considered on an individual basis. Such leaves, when granted, will be on the basis of an agreement between the

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Board and the individual employee provided such agreement is not inconsistent with the terms of this Agreement.

- (g) Upon application, an unpaid leave of absence will be granted to any employee for the purpose of serving in an Association elective office or staff position at the local, county, state, or national level not to exceed six (6) years. No more than three (3) employees will be granted such a leave during the same school year.

19:4.2 At the end of an extended leave, the employee will be accepted into full-time employment by the Board and assigned to the same or a similar position to the one from which leave was granted or at least to a position in the District for which they are certificated. In no case may assignment be made so as to invalidate a person's certification status or to bring about a reduction in salary.

19:5 Employees on unpaid leaves of absence will be able to continue to participate in Board sponsored group benefit programs at their own expense provided the company providing such benefits agrees.

19:6 The employee on extended leave, paid or unpaid, will notify the District Human Resources Office by certified mail, return receipt requested, two (2) months prior to the expiration of the leave or the intended return date if earlier of his/her intention to return. For a leave from which the employee would return to employment at the beginning of a school year, notification must be received by April 1. Failure to notify the Human Resources Office prior to these deadlines of intention to return from leave will serve to convert the leave to a resignation.

19:7 The employee will retain all seniority and salary rights earned prior to such leave upon return to employment from all extended leaves granted under the extended leaves as set forth in this article.

ARTICLE 20 FACILITIES AND SUPPLIES

20:1 The standards set forth herein are considered to be the standards for employee facilities, and the Board will make every reasonable effort to provide such facilities. When new buildings are designed or existing buildings are renovated, the Board will make every effort to comply with these standards.

20:1.1 An easily accessible communication system will be provided so that employees can communicate quickly with the main building office.

20:1.2 Where available, parking facilities identified for employee use will be provided.

20:1.3 Suitable closet space with locks will be provided for each employee to store coats, other personal articles, and instructional material and supplies.

20:1.4 Classroom windows will have appropriate window coverings where necessary.

20:1.5 Books, papers, pencils, pens, chalk, erasers, and other such material required in daily employee responsibility will be provided upon approval of the building administrator.

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- 20:1.6 Subject to administrative approval, the faculty will have the right to install a reasonable number of vending machines in any faculty lounge. The proceeds from all such machines will be used by that school's faculty.
- 20:1.7 An employee work area will be provided in each school to aid in the preparation of instructional materials. Employees will have direct access to photocopying equipment. Such equipment will be repaired as promptly as feasible by the District.
- 20:1.8 A furnished faculty lounge will be provided in each school.
- 20:1.9 Accessible telephones in relatively private areas will be provided in each building in a ratio of approximately one (1) to eighteen (18) employees.
- 20:1.10 A serviceable desk and chair will be provided for the use of each employee.
- 20:1.11 Necessary filing space will be provided upon the request of the employee.
- 20:1.12 Employee restrooms, separate from students, will be provided and maintained in each school.
- 20:1.13 A dining area, separate from students, for the use of all employees will be provided in each school.
- 20:1.14 Chalkboard space will be provided and maintained in each classroom.
- 20:1.15 Employees who work in more than one school building will be assigned a work area in each school.
- 20:1.16 The Building Administrator in conjunction with his teaching staff will give consideration to the teaching staff's audio/visual purchase and repair needs in setting budget priorities.

ARTICLE 21 DEDUCTION FROM SALARY

- 21:1 The Board will provide payroll deductions for, but not limited to:

- Unified Membership Dues
- Agency Fee
- Tax Sheltered Annuities
- United Way
- State Life Insurance
- Savings Bonds
- Credit Union

Deductions beyond those stipulated above will be pursuant to law or at the discretion of the Board.

- 21:2 Deduction for Association dues will be made on a bi-weekly basis and will be transmitted in two (2) checks to the Association. All deductions under this article will be promptly sent to the receiving agency.

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- 21:3 If for any reason, except those approved by the Association in writing, an employee's service (employment status) is terminated or altered, the Board will deduct any and all Association dues owed the Association under his/her authorization from the employee's last paycheck and promptly transmit same to the Association.

ARTICLE 22 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 22:1 The Board and Association recognize the obligations of employees to participate in staff development programs for the improvement of curriculum and performance. Each employee who participates in in-service programs at the District level will be given an opportunity to evaluate such programs.
- 22:2 Where curriculum improvement projects or in-service workshops occur beyond the normal in-school day (as defined in Article 18), employees involved in the activity will be compensated at a rate equal to or higher than the State rate.
- 22:3.1 In the event an employee requests and is granted an assignment which requires additional certification, the cost of the course work for such additional certification will be borne by the employee.
- 22:3.2 If the Board requires an employee to take any course or to attend any workshop or conference or in the event of involuntary transfer requiring additional certification, the Board will pay the full cost of tuition and necessary expenses as follows:
- (a) travel by private automobile will be reimbursed at the State mileage rate plus tolls, if applicable. Travel by commercial carrier will be coach class or the equivalent thereof except that the Board may approve other than coach class on an ad hoc basis;
 - (b) reimbursement for meals and lodging will be at the rate established or approved by the Board;
 - (c) where travel, meals, and lodging are approved and the employee elects to commute, such reimbursement will be no greater than the cost of round trip transportation, meals, and lodging; and
 - (d) alternative financial arrangements to those set forth herein will be by mutual agreement of the Board and the employee.
- 22:3.3 The Board agrees to pass on to employees funds received by the District, appropriated and funded by the State of Delaware General Assembly for the purpose of tuition reimbursement in accordance with the rules and regulations established by the General Assembly. The District will add the following amounts to the amount funded by the State:
- | | |
|---|-------------|
| 2002-2003 School Year, Second Semester: | \$10,000.00 |
| 2003-2004 School Year: | \$25,000.00 |
| 2004-2005 School Year: | \$30,000.00 |
- 22:4.1 The personalized in-service program shall apply to one (1) in-service day selected by the Superintendent, after consultation with the President of the Association, and announced with the school calendar. Effective January 1, 2004, the District will not

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provide an in-service program for employees for the "PIP" Day. Employees shall be required either to meet the requirements of PIP or, in lieu thereof, to utilize a personal day or not be paid for the day.

22:4.2 The employee must submit the proposed program thirty (30) days in advance to the building administrator for prior approval. The employee may not utilize:

- (a) any program which provides credit for which the employee may obtain movement on the salary schedule.
- (b) any program for which the District pays tuition or enrollment fees.
- (c) any program occurring on a day paid for by the District.
- (d) any program of "independent study."

22:4.3 Memorandum of Agreement: All newly hired teachers will be given the opportunity to use one (1) day of New Teacher Orientation or 5.5 hours of New Teacher Mentoring Workshops for the purpose of PIP. This does not preclude a new teacher from using other available training as approved by the Curriculum or Professional Development Offices.

ARTICLE 23 STUDENT RECORDKEEPING SYSTEM

23:1 Student recordkeeping systems shall be available as soon as possible after the beginning of the school year for each student assigned to an employee. No duplicate recordkeeping systems will be required to be maintained by the employee.

23:2 When an employee is required to certify/remediate students in an area in which the employee is not certified, he/she will be provided with available evaluation instruments designed for that purpose.

ARTICLE 24 MISCELLANEOUS

24:1 The Board and the Association agree that all practices, procedures, and policies of the District will clearly exemplify that there will be no discrimination in the hiring, training, assignment, promotion, transfer, evaluation, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, marital status, handicap, or age.

24:2 If any provision of this Agreement or application thereof is held contrary to law, then such provision or application will be null and void; however, all other provisions and application will continue in full force and effect. Additionally, the parties agree to meet and renegotiate concerning the provision or application held contrary to law.

24:3 If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration will be controlling over the inconsistent language.

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- 24:4 If during the life of this Agreement any administrative rule or regulation or Board policy will be inconsistent with the provisions of this Agreement, this Agreement during its life will be controlling over the inconsistent language in such administrative rules and regulations or Board policy.
- 24:5 Nothing in this Agreement which changes existing Board policy, rules, or regulations will operate retroactively unless expressly so stated.
- 24:6 Notices under this Agreement will be given by either party to the other by telegram or registered letter as follows:

To the Board at:

2916 Duncan Road
Wilmington, DE 19808

To the Association at:

4135 Ogletown Stanton Road, Suite 103
Newark, DE 19713

- 24:7 Copies of this Agreement will be printed or mimeographed at the expense of the Board. The Association will receive 1600 copies for distribution.
- 24:8 The parties agree to implement a Drug/Alcohol Testing Program for employees where there is testing based upon a reasonable suspicion or where there is an accident. The Association President and the Superintendent or designee and their advisors shall meet to discuss details of the program. Agreements or alternative recommendations, if requiring Board approval, shall be submitted to the Board for decision by the end of each school year.
- 24:9 The parties recognize the critical issue of lack of qualified substitutes and refer the issue for analysis to District liaisons.
- 24:10 The issue of Teachers on Special Assignment shall be referred to the Association President and Assistant Superintendent for analysis.
- 24:11 The parties recognize that implementation of the Professional Development and Educator Accountability Act of 2000 ("the Act") may be an ongoing process that will affect the terms and conditions of employment during the period of this Agreement.

Notwithstanding any provisions of this Agreement to the contrary, the parties agree that either party may require the other to negotiate mandatory subjects of bargaining concerning any term or condition of employment affected by any action taken as part of an effort to implement a provision or provisions of the Act. Such actions include but are not limited to those taken by the Delaware Professional Standards Board, the State Board of Education, by the Department of Education or the District. The party requesting the negotiation shall advise the other party in writing of its desire to negotiate, the action requiring such negotiation and the affected term or condition of employment.

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ARTICLE 25
COMMITTEES

- 25:1 The Board and the Association agree to the maintenance of vital committees made up of Association and District representatives. Each committee shall have a maximum of five (5) representatives appointed by the Superintendent and five (5) representatives appointed by the Association President.

All committees shall have co-chairs, one (1) appointed by the Superintendent and one (1) appointed by the Association President. These committees shall begin their separate meetings not later than October 1 of each school year and present their recommendations or alternate recommendations to the Superintendent by May 1 of each school year. Any recommendation made to the Board will have attached to it all recommendations and alternate recommendations made by the committee to the Superintendent. Additional meetings beyond October 1 each year will be scheduled at times and dates mutually determined by the co-chairs.

25:2 Discipline Committee

- 25:2.1 The Discipline Committee will deal with discipline related matters, including but not limited to:

- (a) modifications to the Board's Student Code of Conduct;
- (b) student attendance;
- (c) discipline referral forms;
- (d) discipline records; and
- (e) the study of an alternative program for chronically disruptive students.

The Superintendent may add third parties to the Discipline Committee not to exceed a total of five (5) such individuals.

25:3 Grade Reporting & Procedures Committee

- 25:3.1 The Grade Reporting Committee will deal with the following, but not limited to:

- (a) grade reporting systems and procedures;
- (b) employee grade reporting materials; and
- (c) promotion policy.

- 25:3.2 There will normally be three (3) work days between the close of the marking period and grades being due.

25:4 Evaluation Committee

- 25:4.1 The Evaluation Committee will make recommendations or alternate recommendations to the Superintendent. The recommendations will not be binding on the Board which is

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free to accept, reject or modify such recommendations. However, for the life of this Agreement, unless the committee unanimously recommends otherwise, the Board will not modify the procedure by returning to a numerical ranking or rating system.

25:4.2 The Superintendent will provide release or compensatory time for members of this committee in an amount equal to one-half (1/2) of the total time the committee meets.

25:5 Special Education Committee

25:5.1 The Special Education Committee will make recommendations to the Superintendent pertaining to the special education program including, but not limited to, recommendations for compliance with the law.

25:5.2 In order to make such recommendations, the Special Education Committee and the Association will be given access to the following information that is confidential to the collective bargaining process:

- (a) all available information relevant to the application for special education funds;
- (b) all available information as to the amount of funds received for special education; and
- (c) all available information the District receives with regard to implementation of the program.

25:6 Technology Committee

25:6.1 The charge of the Technology Committee will be to review and oversee the District Technology Plan including the annual review of the Computer Use Policy.

25:7 Extra Pay for Extra Responsibilities (EPER) Committee

25:7.1 The charge of the EPER Committee is to review the current system and make recommendations to the Superintendent. This review will include, but not be limited to, the following:

- (a) Identify and evaluate current positions, programs and clubs in regards to salary and availability on the basis of building size and student population; and
- (b) Research the EPER programs in other districts and states.

ARTICLE 26 SPECIAL EDUCATION

26:1 Employees assigned to work with students defined as handicapped by the Individuals with Disabilities Act (IDEA) or other applicable laws, will be provided the in-service training necessary to comply with this law as determined by the Superintendent or designee.

26:2 The District will supply the necessary resources as determined by the Superintendent or designee to meet the requirements of law.

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- 26:3 Employees assigned to work with students defined as handicapped by IDEA, or other applicable laws, will be provided with resource and support personnel required to meet the legal requirements of IDEA, or other applicable laws, as determined by the Superintendent or designee.
- 26:4 In the development of recommendations for compliance with the law, the Superintendent or designee will work cooperatively with the Association as well as other agencies, administrators, parents, students, and teachers.
- 26:5 No special education teacher will be required to accept the assignment of volunteer aides. Consent will not be unreasonably withheld.

ARTICLE 27
CLASS SIZE

- 27:1 The Board and the Association agree that the student/teacher ratio is an important part of an effective educational program.
- 27:2 The following criteria, among others, will be used to determine efficient class size:
- (a) the capacity of the teaching facilities and the number of adequate teaching stations and student stations in a room;
 - (b) the appropriateness of the room to the content of the course or purposes to be served and the methods to be employed;
 - (c) the general conditions which affect the health, safety, and effective supervision of the students;
 - (d) the availability of sufficient books, supplies, and equipment; and
 - (e) the ability level of the students.
- 27:3 When class size or range of student abilities becomes excessive in the opinion of the teacher involved, the teacher is encouraged to call this to the attention of the building principal in writing. The building principal and the appropriate manager will meet with the teacher within five (5) days to give reasons for the situation and to explore methods to resolve the situation.
- 27:4 In the event the situation is not or cannot be resolved at the level of the principal's supervisor, the Association may within five (5) days appeal the matter to the Superintendent.
- 27:5 If within ten (10) days of that appeal the situation is not or cannot be resolved at the level of Superintendent or designee, the Association may make a written appeal to the Board of Education seeking resolution of this situation. The Board after considering the situation will advise the Association in writing of its decision.

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ARTICLE 28
SALARIES AND EMPLOYEE BENEFITS

- 28:1 The salaries of all full-time employees covered by this Agreement will be the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus supplements as set forth in Appendices A, B, and C which are attached. The salaries of all part-time employees covered by this Agreement will be duly prorated as prescribed by law and in accordance with the provisions cited above.
- 28:2 The Extra Pay for Extra Responsibility salaries are set forth as Appendix D which is attached.
- 28:3 Employees may elect to have their paychecks deposited to their accounts by the District in any New Castle County bank which agrees to accept such deposits in accordance with procedures established by the District; this process, however, is subject to State approval.
- 28:4 The Board will make payroll checks available to employees on the day designated by the State or within twenty-four (24) hours of receipt by the District, whichever is later.
- 28:5.1 An Extra Pay for Extra Responsibility position is an assignment that takes place beyond the normal in-school workday and is listed in Appendix D of this Agreement.
- 28:5.2 Credit on the Extra Pay for Extra Responsibility Schedule will be granted for prior experience in the specific category.
- 28:5.3 Payment for seasonal positions covered by the Extra Pay for Extra Responsibility Schedule will be made within thirty (30) days of the completion of the activity.
- 28:5.4 Payment for annual positions covered by the Extra Pay for Extra Responsibility Schedule will be made in three installments - November, February, and June. Employees receiving Extra Pay for Extra Responsibility may elect to receive payment by separate checks if such procedure is approved by the State Treasurer.
- 28:6 All State salary increases, including bonuses and cost-of-living supplements, will be passed on to all employees as prescribed by law.
- 28:7 Beginning September 1, 2002, full-time employees will be eligible to receive Blue Cross/Blue Shield/HMO or other qualified medical coverage provided by the State through participation in the State of Delaware Group Plan, up to the limits provided by the following schedule:

<u>Type of Coverage</u>	<u>Effective 9/1/02</u>	<u>Effective 9/1/03</u>	<u>Effective 9/1/04</u>
Employee only	\$ 52.64	\$ 55.80	\$ 57.47
Employee & Children	\$ 77.21	\$ 81.84	\$ 84.29
Employee & Spouse	\$ 80.72	\$ 85.56	\$ 88.13
Family	\$121.67	\$128.97	\$132.84

In the event that the total cost of coverage exceeds the amount provided to an employee through the State Plan and through the local supplement provided above, such employee will have the option of paying the difference, either by using the Fringe Benefit Stipend or by payroll deduction. In no case will the District's local contribution exceed the maximum limits stated above.

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- 28:8 In addition to Blue Cross/Blue Shield/HMO, full-time employees will be provided with a Fringe Benefit Stipend. This stipend may be used to pay for employee participation in any of the following fringe benefit plans: Life Insurance, Disability Insurance, Dental Insurance, Prescription Insurance, Blood Bank, Blue Cross/Blue Shield/HMO. In the event that the total cost of benefits selected by an employee exceeds the Fringe Benefit Stipend provided, the employee will pay the additional cost through payroll deduction.
- 28:8.1 Beginning September 1, 2002, in addition to Blue Cross/Blue Shield/HMO, full-time employees will be provided with a Fringe Benefit Stipend of up to \$127 per month (annually \$1,524), beginning September 1, 2003, up to \$132 per month (annually \$1,584), and beginning September 1, 2004, up to \$136 per month (annually \$1,632). This stipend may be used to pay for employee participation in such fringe benefits as are available to the District in that fiscal year. The District will obtain bid proposals relating to fringe benefit coverages. The Association will have meaningful input into the bid process. The District will keep the Association informed as to the results of such proposals. In no case, however, will the District's local contribution exceed the maximum limits stated above.
- 28:8.2 Employees who work half-time ($\frac{1}{2}$) or more, but less than full-time, based on the normal work week for this bargaining unit, will receive one-half ($\frac{1}{2}$) of the Fringe Benefits set forth in 28:7, 28:8, 28:8.1.
- 28:9 Employees will receive a \$500 longevity increment beginning the 26th year of credited experience. Effective September 1, 2003, employees will receive a \$250 longevity increment beginning the 21st year of credited experience. Employees will receive an additional \$500 longevity increment beginning in the 26th year of credited experience. Such longevity increment will become a permanent part of the employee's salary and be paid each year thereafter.

ARTICLE 29 DURATION OF AGREEMENT

- 29:1 This Agreement will be in effect as of September 1, 2002 and will continue in effect until August 31, 2005 subject to the Association's right to negotiate over a successor Agreement as provided in Article 2.
- 29:2 The rights and privileges of the Association and its representatives as set forth in this Agreement will be granted only to the Association so long as it remains the exclusive representative of the employees.
- 29:3 The Association will indemnify and hold the employer harmless against any and all claims, demands, attorneys' fees and costs incurred by the District, suits and other forms of liability that will arise out of or by reason of any action taken or not taken by the District for the purpose of complying with any of the provisions of this Agreement.
- 29:4 In witness whereof, the parties hereto have caused this Agreement to be signed by their respective designees, on the day and year first above written.

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29:5 This Agreement will not be extended orally and it is expressly understood that it will expire on the date indicated unless it is extended in writing by mutual agreement.

RED CLAY EDUCATION ASSOCIATION, AFFILIATE OF NCCEA-DSEA-NEA, INC.

By _____
President

Attest: _____
Chairperson, Negotiations Committee

RED CLAY CONSOLIDATED SCHOOL DISTRICT BOARD OF EDUCATION

By _____
President

Attest: _____
Executive Secretary

ARTICLE 30
AGENCY FEE

30:1 All employees hired on or after September 1, 2001 and in the bargaining unit for more than 30 days who are not, who do not become, or who do not remain members shall, during such period of non-membership, pay to the Association a service fee determined by the Association.

30:2 The District agrees to deduct a service fee from applicable employees according to State and federal laws. The bi-weekly deduction shall be transmitted to the designee of the Association consistent with current practice and State payroll procedures.

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ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT
between
RED CLAY CONSOLIDATED SCHOOL DISTRICT
and
RED CLAY EDUCATION ASSOCIATION
2002-2005

Pursuant to a Factfinder's recommendation of December 11, 2002 relating to the issue of teacher evaluations, the parties, intending to incorporate the Factfinder's recommendations on such subject, agree as follows:

1. The District shall utilize the evaluation instrument submitted to factfinding (and attached hereto as Appendix F) for a pilot evaluation of teachers in selected schools for 2002-2003. Such pilot shall be for research purposes only and shall not be part of the teacher's actual evaluation, nor shall it be part of said teacher's personnel file.
2. The Association, in good faith, shall meet with the District to provide input as to what percentages or alternate percentages each component of the pilot evaluation shall be assessed and what schools shall be chosen for the pilot.
3. The District will share with the Association the results of the pilot evaluation. The parties will meet in good faith to discuss what if any changes should be made to the pilot program for its continuation in 2003-2004.
4. The District will administer such pilot for the 2003-2004 as well. Again, said pilot shall not be part of the teacher's actual evaluation nor contained in the teacher's personnel file.
5. Beginning on or before April 1, 2004, the District and Association shall meet and discuss in good faith a teacher evaluation/accountability system (with a goal of incorporating any agreed-upon system into the evaluation system) based upon the results of the pilot program.
6. In the event that the parties do not reach agreement on any new program of teacher accountability/evaluation, the District would continue to use DPAS or any successor to that State system.

B-0365

APPENDIX A

**RED CLAY CONSOLIDATED SCHOOL DISTRICT
LOCAL SALARY SCHEDULE FOR PROFESSIONAL STAFF
INCLUDED IN THE TEACHER BARGAINING UNIT
EFFECTIVE DATE: SEPTEMBER 1, 2002**

Years Exp.	No Degree	Bachelor's	Bachelor's +15	Bachelor's +30	Master's	Master's +15	Master's +30	Master's +45	Doctorate
0	\$ 6,235	\$ 8,390	\$ 8,484	\$ 8,727	\$ 9,040	\$ 9,561	\$ 10,807	\$ 11,431	\$ 12,264
1	7,065	8,834	9,040	9,454	9,665	10,393	11,637	12,264	13,094
2	7,898	9,561	9,771	10,184	10,393	11,223	12,468	13,094	13,925
3	8,521	10,286	10,494	10,914	11,119	12,055	13,300	13,925	14,755
4	9,351	11,015	11,223	11,637	11,845	12,884	14,132	14,755	15,585
5	10,184	11,741	11,952	12,367	12,574	13,717	14,962	15,585	16,417
6	11,015	12,468	12,676	13,094	13,300	14,545	15,794	16,417	17,251
7	11,845	13,198	13,406	13,821	14,030	15,380	16,623	17,251	18,081
8	12,468	13,925	14,132	14,545	14,755	16,211	17,456	18,081	18,910
9	13,094	14,653	14,864	15,276	15,484	17,040	18,286	18,910	19,743
10	13,717	15,380	15,585	16,005	16,211	17,871	19,120	19,743	20,572
11	14,545	16,211	16,417	16,833	17,456	19,120	20,366	20,992	21,822
12	15,380	17,040	17,251	17,666	18,704	20,366	21,614	22,239	23,069
13	16,211	17,871	18,081	18,495	19,950	21,614	22,861	23,486	24,318
14	17,040	18,704	18,910	19,328	21,199	22,861	24,106	24,732	25,561
15	17,456	19,848	20,057	20,690	23,166	24,787	25,645	26,084	26,809

Employees receive a \$500 longevity increment beginning the 26th year of credited experience.

B-0366

APPENDIX B

**RED CLAY CONSOLIDATED SCHOOL DISTRICT
LOCAL SALARY SCHEDULE FOR PROFESSIONAL STAFF
INCLUDED IN THE TEACHER BARGAINING UNIT
EFFECTIVE DATE: SEPTEMBER 1, 2003**

Years Exp.	No Degree	Bachelor's	Bachelor's +15	Bachelor's +30	Master's	Master's +15	Master's +30	Master's +45	Doctorate
0	\$ 6,515	\$ 8,768	\$ 8,866	\$ 9,120	\$ 9,447	\$ 9,991	\$ 11,294	\$ 11,946	\$ 12,816
1	7,383	9,232	9,447	9,880	10,099	10,860	12,161	12,816	13,684
2	8,253	9,991	10,211	10,642	10,860	11,728	13,030	13,684	14,551
3	8,904	10,749	10,966	11,405	11,619	12,597	13,899	14,551	15,419
4	9,772	11,511	11,728	12,161	12,378	13,464	14,768	15,419	16,286
5	10,642	12,270	12,490	12,924	13,140	14,334	15,635	16,286	17,156
6	11,511	13,030	13,247	13,684	13,899	15,200	16,504	17,156	18,027
7	12,378	13,792	14,009	14,443	14,662	16,072	17,371	18,027	18,894
8	13,030	14,551	14,768	15,200	15,419	16,940	18,241	18,894	19,761
9	13,684	15,312	15,533	15,963	16,180	17,807	19,109	19,761	20,631
10	14,334	16,072	16,286	16,725	16,940	18,675	19,981	20,631	21,498
11	15,200	16,940	17,156	17,591	18,241	19,981	21,283	21,937	22,804
12	16,072	17,807	18,027	18,461	19,546	21,283	22,586	23,239	24,107
13	16,940	18,675	18,894	19,328	20,847	22,586	23,890	24,543	25,412
14	17,807	19,546	19,761	20,198	22,153	23,890	25,191	25,845	26,711
15	18,241	20,741	20,960	21,621	24,209	25,903	26,799	27,258	28,015

Employees receive a \$250 longevity increment beginning the 21st year of credited experience and an additional \$500 longevity increment beginning the 26th year of credited experience.

B-0367

Margolis Edelstein
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APPENDIX C

**RED CLAY CONSOLIDATED SCHOOL DISTRICT
LOCAL SALARY SCHEDULE FOR PROFESSIONAL STAFF
INCLUDED IN THE TEACHER BARGAINING UNIT
EFFECTIVE DATE: SEPTEMBER 1, 2004**

Years Exp.	No Degree	Bachelor's	Bachelor's +15	Bachelor's +30	Master's	Master's +15	Master's +30	Master's +45	Doctorate
0	\$ 6,809	\$ 9,162	\$ 9,265	\$ 9,531	\$ 9,872	\$ 10,441	\$ 11,802	\$ 12,483	\$ 13,392
1	7,715	9,647	9,872	10,325	10,554	11,349	12,708	13,392	14,299
2	8,625	10,441	10,670	11,121	11,349	12,256	13,616	14,299	15,206
3	9,305	11,233	11,460	11,918	12,142	13,164	14,524	15,206	16,113
4	10,212	12,029	12,256	12,708	12,935	14,070	15,432	16,113	17,019
5	11,121	12,822	13,052	13,505	13,731	14,979	16,339	17,019	17,928
6	12,029	13,616	13,843	14,299	14,524	15,884	17,247	17,928	18,839
7	12,935	14,412	14,639	15,093	15,322	16,795	18,153	18,839	19,744
8	13,616	15,206	15,432	15,884	16,113	17,702	19,062	19,744	20,650
9	14,299	16,001	16,232	16,681	16,908	18,608	19,969	20,650	21,560
10	14,979	16,795	17,019	17,478	17,702	19,515	20,880	21,560	22,465
11	15,884	17,702	17,928	18,382	19,062	20,880	22,241	22,924	23,830
12	16,795	18,608	18,839	19,292	20,426	22,241	23,603	24,285	25,192
13	17,702	19,515	19,744	20,197	21,785	23,603	24,965	25,647	26,555
14	18,608	20,426	20,650	21,107	23,150	24,965	26,325	27,008	27,913
15	19,062	21,675	21,903	22,594	25,298	27,068	28,005	28,485	29,276

Employees receive a \$250 longevity increment beginning the 21st year of credited experience and an additional \$500 longevity increment beginning the 26th year of credited experience.

B-0368

APPENDIX D

**RED CLAY CONSOLIDATED SCHOOL DISTRICT
EXTRA PAY FOR EXTRA RESPONSIBILITY SCHEDULE
September 1, 2000 to August 31, 2001**

HIGH SCHOOL POSITIONS:	YEARS EXPERIENCE				
	0	1	2	3	4
<u>COACHES</u>					
Football	\$4,325	\$4,542	\$4,761	\$4,976	\$5,191
Basketball (B & G)	3,842	4,037	4,229	4,422	4,616
Wrestling	3,842	4,037	4,229	4,422	4,616
Baseball	2,885	3,027	3,173	3,317	3,463
Diving (District)	2,885	3,027	3,173	3,317	3,463
Hockey	2,885	3,027	3,173	3,317	3,463
Lacross	2,885	3,027	3,173	3,317	3,463
Soccer	2,885	3,027	3,173	3,317	3,463
Softball	2,885	3,027	3,173	3,317	3,463
Swimming (B & G)	2,885	3,027	3,173	3,317	3,463
Track (B & G)	2,885	3,027	3,173	3,317	3,463
Volleyball	2,885	3,027	3,173	3,317	3,463
Cross Country (B & G)	1,442	1,515	1,587	1,659	1,728
Golf	1,442	1,515	1,587	1,659	1,728
Tennis (B & G)	1,442	1,515	1,587	1,659	1,728
Winter Track (B & G)	1,442	1,515	1,587	1,659	1,728
<u>ASSISTANT COACHES</u>					
Football	3,243	3,408	3,567	3,730	3,892
Basketball	2,885	3,027	3,173	3,317	3,463
Wrestling	2,885	3,027	3,173	3,317	3,463
Baseball	2,162	2,268	2,378	2,486	2,597
Hockey	2,162	2,268	2,378	2,486	2,597
Soccer	2,162	2,268	2,378	2,486	2,597
Softball	2,162	2,268	2,378	2,486	2,597
Track	2,162	2,268	2,378	2,486	2,597
Volleyball	2,162	2,268	2,378	2,486	2,597
<u>9TH GRADE COACHES</u>					
Football	2,162	2,268	2,378	2,486	2,597
Basketball	1,923	2,017	2,116	2,212	2,308
Wrestling	1,923	2,017	2,116	2,212	2,308
Baseball	1,442	1,515	1,587	1,659	1,728
Hockey	1,442	1,515	1,587	1,659	1,728
Soccer	1,442	1,515	1,587	1,659	1,728
Softball	1,442	1,515	1,587	1,659	1,728
Swimming	1,442	1,515	1,587	1,659	1,728
Track	1,442	1,515	1,587	1,659	1,728
Volleyball	1,442	1,515	1,587	1,659	1,728
Cross Country	721	757	793	832	864
Golf	721	757	793	832	864
Tennis	721	757	793	832	864

Winter Track

721

757

793

832

864

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APPENDIX D
(continued)

RED CLAY CONSOLIDATED SCHOOL DISTRICT
EXTRA PAY FOR EXTRA RESPONSIBILITY SCHEDULE
September 1, 2000 to August 31, 2001

HIGH SCHOOL POSITIONS:	YEARS EXPERIENCE				
	0	1	2	3	4
<u>DIRECTORS</u>					
Athletic	\$4,804	\$5,049	\$5,286	\$5,528	\$5,768
Band	3,842	4,037	4,229	4,422	4,616
Dramatics	1,923	2,017	2,116	2,212	2,308
Music	1,923	2,017	2,116	2,212	2,308
Orchestra	1,923	2,017	2,116	2,212	2,308
Choir	1,442	1,515	1,587	1,659	1,728
Stage Craft	1,201	1,263	1,320	1,382	1,442
<u>ADVISORS</u>					
Newspaper	2,403	2,522	2,642	2,765	2,886
Yearbook	2,403	2,522	2,642	2,765	2,886
Cheerleader (F & W)	1,442	1,515	1,587	1,659	1,728
D.E.C.A./Future Farmers	1,201	1,263	1,320	1,382	1,442
12th Grade	1,201	1,263	1,320	1,382	1,442
11th Grade	960	1,011	1,058	1,105	1,155
Student Council	960	1,011	1,058	1,105	1,155
10th Grade	721	757	793	832	864
9th Grade	721	757	793	832	864
Club	721	757	793	832	864
<u>MANAGERS</u>					
Swimming Pool	2,403	2,522	2,642	2,765	2,886
School Store	960	1,011	1,058	1,105	1,155
<u>COORDINATORS</u>					
Band Front	1,201	1,263	1,320	1,382	1,442
<u>DEPT. CHAIR (BASE)</u>					
Each Up to 10	433	459	481	503	525
Each Beyond 10	175				
	105				
MIDDLE SCHOOL POSITIONS:					
<u>DIRECTORS</u>					
Intramural Program	2,403	2,522	2,642	2,765	2,886
Marching Band	1,442	1,515	1,587	1,659	1,728
Choral	960	1,011	1,058	1,105	1,155
Concert Band	960	1,011	1,058	1,105	1,155
Dramatics	960	1,011	1,058	1,105	1,155

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Margolis Edelstein
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APPENDIX D
(continued)

RED CLAY CONSOLIDATED SCHOOL DISTRICT
EXTRA PAY FOR EXTRA RESPONSIBILITY SCHEDULE
September 1, 2000 to August 31, 2001

MIDDLE SCHOOL POSITIONS:	YEARS EXPERIENCE				
	0	1	2	3	4
<u>ADVISORS</u>					
Club	\$721	\$757	\$793	\$832	\$864
Newspaper	721	757	793	832	864
Student Council	721	757	793	832	864
Yearbook	721	757	793	832	864
Honor Society	481	505	527	551	576
<u>TEAM LEADERS (BASE)</u>	433	459	481	503	525
Each Add. Staff Member	129				
 ELEMENTARY SCHOOL POSITIONS:					
<u>ADVISORS</u>					
Club	721	757	793	832	864
<u>TEAM LEADERS (BASE)</u>	433	459	481	503	525
Each Add. Staff Member	129				
 DISTRICTWIDE POSITIONS:					
<u>DIRECTOR</u>					
Strings Program	1,923	2,017	2,116	2,212	2,308
<u>TEAM LEADERS (BASE)</u>	433	459	481	503	525
Each Add. Staff Member	129				
 <u>HOURLY RATES</u>					
Intramural Hourly Rate	22	22	22	22	22
EPER Rate	22	22	22	22	22

It is understood that to fill or not to fill positions listed on the Extra Pay for Extra Responsibility Schedule is the prerogative of the District Administration.

B-0373

APPENDIX E

2002-2003 STATE OF DELAWARE SALARY SCHEDULE
TEACHERS/NURSES

Years Exp.	No Degree	Bachelor's	Bachelor's +15	Bachelor's +30	Master's	Master's +15	Master's +30	Master's +45	Doctorate
0	\$22,653	\$23,597	\$24,541	\$25,485	\$26,901	\$27,844	\$28,788	\$29,732	\$30,676
1	22,889	23,833	24,777	25,721	27,137	28,080	29,024	29,968	30,912
2	23,101	24,069	25,013	25,957	27,373	28,316	29,260	30,204	31,148
3	23,951	24,895	25,839	26,783	28,198	29,142	30,086	31,030	31,974
4	24,659	25,532	26,381	27,255	28,529	29,378	30,440	31,384	32,328
5	25,532	26,381	27,255	28,104	29,378	30,251	31,101	31,974	32,823
6	26,381	27,255	28,104	28,954	30,251	31,101	31,974	32,823	33,673
7	27,255	28,104	28,954	29,827	31,101	31,974	32,823	33,673	34,546
8	28,104	28,954	29,827	30,676	33,248	34,098	34,971	35,820	36,693
9	28,954	29,827	30,676	31,526	34,098	34,971	35,820	36,693	37,543
10			31,526	32,399	34,971	35,820	36,693	37,543	38,392
11			32,399	33,248	35,820	36,693	37,543	38,392	39,265
12				34,098	36,693	37,543	38,392	39,265	40,115
13				34,971	37,543	38,392	39,265	40,115	40,964
14					38,392	39,265	40,115	40,964	41,837
15							40,964	41,837	42,687

B-0374

APPENDIX F

<h2 style="text-align: center;">TEACHER EVALUATION PROPOSAL</h2>
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The Teacher Evaluation option being proposed by the Red Clay School Board and Administration to RCEA is based on five basic assumptions:

Assumption #1: The teacher evaluation system will be based on a maximum of 100 points to be earned by the end of the school year. The points will be based on two variables: variable X (current DPAS System) and variable Y (student performance). The district wants to collaborate with the RCEA in determining the specific weight for variable X and variable Y.

Assumption #2: The proposal includes sample weights for X and Y as a way of demonstrating how the various components of the evaluation system would become operational. The sample weights do not reflect any pre-determined expectation of what X and Y will ultimately represent.

Assumption #3: In considering the various options for measuring student achievement, three different groups of school-based employees need to be considered.

Group A:	Teachers that are directly responsible for teaching Reading/ Language Arts and/or Math
Group B:	Teachers that have a majority of their teaching time allocated to supporting students in the areas of Reading and/or Math (i.e., Reading Resource Teacher, Math Lab Teacher, etc.).
Group C:	Teachers that teach content areas other than Reading and Math, and teachers in grades Kindergarten, First, Eleventh and Twelfth.

Assumption #4: No matter how much planning occurs in developing evaluation systems, there are always some glitches that appear and refinements that need to be made. With this in mind, we are proposing a pilot program that applies a new hold-harmless evaluation process for staff in 4-5 randomly selected schools using this year and next year's student achievement data and other data. If the pilot is deemed successful after appropriate adjustments, it will be officially implemented in 2003-04 school year. In the meantime, the current evaluation system will continue to apply to all staff.

Assumption #5: Although the general parameters for the student achievement component are described below, and the administration will retain control over its evaluation process, an Advisory Committee will be constituted. The membership of the "Advisory" committee will consist of a maximum of five representatives appointed by RCEA and five representatives appointed by the Superintendent. The committee shall have a chair appointed by the Superintendent.

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APPENDIX F
(continued)

The advisory committee will play a meaningful role in the implementation and review of the pilot process. School district staff will provide the committee with a summary of the pilot experience. If the committee has meaningful disagreements with the report, the disagreements will be reviewed with the Superintendent.

Assumption #6: Each of the six elements observed on the current DPAS will be worth a certain amount of points depending on the weight identified for variable X. Below are samples of the point distribution for the six elements.

CURRENT DPAS - OBSERVATION PROCESS

<u>PERFORMANCE ELEMENT</u>		<u>POSSIBLE POINTS</u>		
		<u>If X = 75%</u>	<u>If X = 60%</u>	<u>If X = 35%</u>
Instructional Planning		12	10	5
Organizational Management		12	10	5
Instructional Strategies		15	10	10
Teacher/Student Interaction		12	10	5
Evaluation of Student Performance		12	10	5
Related Responsibilities		12	10	5
TOTAL		75 Pts	60 Pts	35 Pts

<u>SCORING RUBRIC</u>				
Exemplary	=	11 - 15	9 - 10	5 - 10 Pts.
Effective	=	8 - 10	7 - 8	4 Pts.
Needs Improvement	=	6 - 7	5 - 6	3 Pts.
Unsatisfactory	=	Less than 6	Less than 5	Less than 3

A scoring rubric for each of the performance elements will be used in administering points for each of the six elements listed above.

STUDENT ACHIEVEMENT COMPONENT

Below are the details for measuring student achievement.

Student achievement will be evaluated by using multiple measures:

- 1) Measuring student growth throughout the year using the district's Pre/Post test.
- 2) Measuring student achievement based on the percent of grade level targets met.

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APPENDIX F
(continued)

- 3) Measuring student achievement based on the percent of school-level targets met. In addition, the proposal allows for individual teachers to identify other measures of student growth. The other measures would need to be negotiated between the principal and the individual staff member. The other measures would be agreed upon at the start of each school year.

Some examples of other measures might be a first grade teacher using the number of students that improved phonemic awareness as measured by the district's ELBRS portfolio assessment. A high school science teacher might use the number of students that score an 80% on the science final. Parameters for acceptable "negotiated measures" would be developed through the Advisory Committee.

The student achievement component captures Group A, B, and C teachers. It takes into account the district assessment, DSTP/SAT9, and individual teacher assessments. It provides for individual teacher value-added as well as promoting teamwork. It is aligned to the system's goals.

The chart below outlines the multiple measures for each of the three teacher groups. The maximum number of points for each group depends on the weight that is agreed upon for variable Y.

Group	Membership	Measure	Maximum Points
A	ELA & Math teachers, grades 2-10 (Note: As soon as state tests in Science and Social Studies are fully operational, those teachers will be added to Group A)	<ul style="list-style-type: none"> The percent of grade level targets met/partially met (using the DSTP & SAT9) The amount of the staff member's students' gain during the school year (using Red Clay's Pre & Post Test) Other student growth (negotiated between the principal and staff member) 	
B	Support Teachers (e.g. Title I, Computer lab, Media Specialist) (Note: Staff members who have major responsibility for supporting Math and/or ELA performance)	<ul style="list-style-type: none"> The percent of targets met/partially met at the grade levels served (using the DSTP & SAT9) The percent of all school level targets met/partially met (using the DSTP & SAT9) Other student ELA/Math growth (negotiated between the principal and staff member) 	
C	All other staff	<ul style="list-style-type: none"> The percent of all school level targets met/partially met The extent to which the staff member supports the content taught by Group A teachers Other student growth in areas for which the staff member is responsible (negotiated between the principal and staff member) 	

The maximum points for student achievement would be distributed across the three different measures of student achievement. The distribution would be established in the pilot year with input from the Advisory Committee

APPENDIX F
(continued)

An example of how the points might be distributed over the multiple measures is listed below.

<u>Group A Teachers</u>		<u>Y = 25%</u>	<u>Y = 40%</u>	<u>Y = 65%</u>
Grade Level Targets	=	5	10	20
Pre/Post Test	=	15	15	25
Negotiated measure	=	<u>5</u>	<u>15</u>	<u>20</u>
TOTAL		25 Points	40 Points	65 Points

Component #1: Pre/Post Gains

This component begins to capture the value-added by the individual teacher. It links a group of students' performance to one teacher and is based on a precise Pre/Post measure assessing growth for same students during the school year. The amount of the staff member's students' gain during the school year (using Red Clay's Pre and Post Test) would be determined by applying Rubric #1 listed below.

Rubric #1: Scoring Rubric for Pre-Post Test Gains

Scoring Rubric for Pre-Post Test Gains		Possible Points - _____
Percent of Objectives Mastered By The Class	Earned Points	Summary Rating
At least 90% of all students Pre and Post tested met the expectations as described in Chart "A" below		Exemplary
At least 75% of all students Pre and Post tested met the expectations as described in Chart "A" below		Effective
At least 65% of all students Pre and Post tested met the expectations as described in Chart "A" below		Needs Improvement
At least 50% of all students Pre and Post tested met the expectations as described in Chart "A" below		Unsatisfactory Improvement
Less than 50% of all students Pre and Post tested met the expectations as described in Chart "A" below		Unsatisfactory Improvement

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APPENDIX F
(continued)Chart A: *Worksheet for Determining Points Earned For The Pre-Post Component Of The Teacher Evaluation Process*

	Column A	Column B	Column C	Column D
Category	If Students Had Pre-Test Results Of...	How Many Of Them Had Post Test Results Of...	Enter The Number Of Students In Each Category	Computation
1	80% or more of objectives mastered	95% or more mastery		Divide the total number of students in column "C" by the total number of students who were Pre and Post tested to determine the % of students (across all categories) who met the growth expectations, and assign points for the pre-post component of the evaluation as indicated below.
2	65-79% or more of objectives mastered	85% or more mastery		
3	45-64% or more of objectives mastered	80% or more mastery		
4	44% or fewer of objectives mastered	70% or more mastery		
<p align="center">Computing The Number Of Points Earned For The Pre-Post Component Of The Teacher Evaluation:</p> <p><u>If the Percent Computed In Column "D" is:</u> <u>Assign:</u> <u>For A Rating Of</u></p> <p>• 90% or more _____ Points Exemplary</p> <p>• 75% or more _____ Points Effective</p> <p>• 65% or more _____ Points Needs Improvement</p> <p>• 50% or more _____ Points Unsatisfactory</p> <p>• Less than 50% _____ Points Unsatisfactory</p>				

Component #2: Grade Level Targets

This component of Student achievement measures the percent of grade-level targets achieved.

Grade-level targets have been identified for each school using results from the DSTP and SAT9. The targets address the areas of Reading, Writing, Math, Attendance, Enrollment and Performance in higher-level classes (secondary only) and SAT scores. The targets represent the measurable expectations for specific student outcomes (i.e., increasing the percent of students in the highest proficiency levels and decreasing the percent of students in the lowest proficiency levels).

This component encourages teamwork—many staff helping students to succeed in core subjects. It encourages staff to focus on students at all achievement levels as well as promotes continuous progress.

B-0379

APPENDIX F
(continued)

Below is the scoring rubric that would be used to determine the performance rating based on the percent of grade level targets fully or partially met.

Rubric #2: Scoring Rubric for Meeting Grade Level Targets

Scoring Rubric for Meeting Grade Level Targets Total Number of Points IS earned by fully or partially (75%) meeting the targets at the levels described below		
Possible Points -		
Percent of Targets Met	Earned Points	Summary Rating
All targets fully met		<i>Exemplary</i>
Some targets fully and all others partially met		Effective
All targets partially met		Effective
A majority of targets ARE NOT met at either level		Needs Improvement
All targets ARE NOT met at either level		Unsatisfactory

Component #3: School Level Targets

This component of student achievement measures the percent of school-level targets achieved.

School-level targets encompass all of the grade-level targets (i.e., achievement in Reading, Writing, Math, Attendance, Enrollment and Performance in higher level classes [secondary only] and SAT scores) and support the system's goals for student achievement. This option encourages teamwork—many staff helping students succeed in core subjects. It encourages staff to focus on all achievement levels and is linked to the administrator's evaluation.

Below is a sample of the scoring rubric that would be used to determine the performance rating based on the percent of school-level targets fully or partially met.

B-0380

APPENDIX F
(continued)**Rubric #3: Scoring Rubric for Meeting School Level Targets**

Scoring Rubric for Meeting School Level Targets Total Number of Points IS earned by fully or partially (75%) meeting the targets at the levels described below		
Possible Points -		
Percent of Targets Met	Earned Points	Summary Rating
All targets fully met		<i>Exemplary</i>
Some targets fully and all others partially met		Effective
All targets partially met		Effective
A majority of targets ARE NOT met at either level		Needs Improvement
All targets ARE NOT met at either level		Unsatisfactory

Below is a summary chart of the teacher evaluation process.

TEACHER EVALUATION SUMMARY			
PERFORMANCE ELEMENTS	Y = 25%	Y = 40%	Y = 65%
1. Student Achievement (Variable Y)	25 pts	40 pts	65 pts
Current DPAS (Variable X)	X = 75%	X = 60%	X = 35%
2. Instructional Planning	12	10	5
3. Organizational Management	12	10	5
4. Instructional Strategies	15	10	10
5. Teacher/Student Interaction	12	10	5
6. Evaluation of Student Performance	12	10	5
7. Related Responsibilities	12	10	5
TOTAL	100 Pts	100 Pts	100 Pts
OVERALL RATING			
Exemplary	=	90 - 100 points	
Effective	=	75 - 89 points	
Needs Improvement	=	60 - 74 points	
Unsatisfactory	=	59 or fewer points	

APPENDIX F
(continued)**OTHER ISSUES**

- During the 2002-03 school year, we would implement a pseudo evaluation for 4-5 schools. The results would be shared with the RCEA for comment/concerns prior to implementation in 2004.
- By fiscal year 2003, teachers must line up their curriculum and sequence of subject matter with the sequence tracked in the benchmark tests.
- Benchmark tests will continue to be administered.
- Disputed Test Questions

We will continue with the "review" of Pre/Post and benchmark test questions including teachers, test coordinators and administrators. This review will take place prior to the test being administered. If a test question is raised by a group of reviewers (as opposed to one reviewer), the question will be juried by District staff in the Office of Assessment and Instruction. The District will circulate to each school, a summary of the disputes and action taken. This initial review will allow for comments regarding all aspects of the questions (i.e., worded correctly, typos, graphics clear, alignment to performance indicator, etc.).

In addition to the initial review, teachers will have an opportunity to submit a dispute of a question after it is administered for one reason: the question does not measure the performance indicator at the appropriate level of complexity. If this dispute is raised by a group of teachers (as opposed to one teacher), the review committee, consisting of teachers and administrators, will review the question and determine if the question should be retained or replaced. These disputes will not impact the current year's administration of the test. The changes will be effective for the following year.

- Student achievement components will reflect the exclusion of scores for the "agreed" upon groups of students (i.e., students of non-compliant parents, chronically disruptive students, etc.)

SCORING RUBRIC FOR DPAS PERFORMANCE ELEMENTS

Teachers are evaluated, in part, on the extent to which they perform on six important Performance Elements, each of which is related to improving the teaching and learning environment, and ultimately student achievement. The six elements will be measured through classroom observations. Each Performance Element contains a variety of factors that describe what teachers must do to achieve an exemplary performance rating.

An individual improvement will be required for any Performance Element that is rated as needs improvement or unsatisfactory.

B-0382

APPENDIX F
(continued)

The appropriate use of the rubric will assure a common understanding of the standard used for judging performance as exemplary, and serve as the yardstick for making evaluative judgments.

The maximum number of points should be assigned for any *Performance Element* if the Teacher's performance closely approximates that which is described in the *Rubric*. In cases in which the level of performance is less than that described in the *Rubric*, principals should use their best judgments in determining how close to the ideal the teacher came, and assign points accordingly.

THE ISSUE OF ACCURATE AND COMPARABLE EVALUATIONS

Principals must address two major issues when completing the *Observation Form* ratings.

- (1) the need for accuracy in judging performance, and
- (2) the need for reasonable consistency among principals

Although there are a maximum number of points assigned to each *Performance Element*, there is no specific number of points assigned to the respective factors that constitute the *Performance Elements*. The principals must assign points based on his/her knowledge of the *Rubric* describing *exemplary* rating.

To assure that accuracy and consistency characterize the evaluations, three steps must be taken:

- Step #1: The rubric must be applied as the *Standard of Excellence* to make judgments regarding teacher performance.
- Step #2: Principals and teachers must give careful thought to the kinds of evidence/documentation that should be collected during classroom observations.
- Step #3: Open and on-going communications must be maintained with teachers during the school year that focus on reviewing the teacher's performance on each of the six *Performance Elements*.

B-0383

APPENDIX G

Sick Leave and Absences for Other Reasons; Accumulation of Annual Leave (Title 14, Chapter 13, →1318)

- (a) Teachers and other school employees shall be allowed 10 days of sick leave per year with full pay; those teachers and other school employees employed 11 months a year shall be allowed 11 days of sick leave per year with full pay; and those teachers and other school employees employed 12 months a year shall be allowed 12 days of sick leave per year with full pay. Any unused days of such leave shall be accumulated to the employee's credit without limit.
- (b) In the case of a death in the immediate family of the employee, there shall be no reduction of salary of said employee for an absence not to exceed 5 working days. Members of the immediate family shall be defined as: Father, mother, brother, sister, son, daughter, grandchild, husband, wife, parent-in-law, daughter-in-law, son-in-law or any relative who resides in the same household or any person with whom the employee has made his or her home. This absence shall be in addition to other leaves granted the employee.
- (c) In the case of a serious illness of a member of the employee's immediate family, as defined in subsection (b) of this section that requires the employee's personal attention, an employee may use accrued sick leave. An employee needing sick leave under the provisions of this title shall inform his/her immediate supervisor of the fact and reason in advance, when possible, or otherwise before the expiration of the first hour of absence or as soon thereafter as practicable; failure to do so may be cause for denial of pay for the period of absence. Before approving pay for sick leave, the supervisor may at his/her discretion require either a doctor's certificate or a written statement signed by the employee setting forth the reason for the absence. In the case of an absence of more than 5 consecutive days, a doctor's certificate is required as a condition of approval.
- (d) In case of the death of a near relative, there shall be no deduction in the salary of the employee for absence on the day of the funeral. A near relative shall be defined as: First cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law. This absence shall be in addition to other leaves granted the employee.
- (e) In the case of the observance of recognized religious holidays, an employee may be absent without loss of pay on no more than 3 calendar days per year. The days so lost are to be counted in the sick leave of the employee.
- (f) An employee may be absent without loss of pay no more than 3 days per fiscal year for personal reasons of the employee. Such absences shall be included in the sick leave of the employee. Such absences must be approved by the chief school officers.
- (g) An employee retired subsequent to June 1, 1969, after serving in covered employment under Chapter 55 of Title 29, shall, on retirement, be paid for each unused sick leave day, not to exceed 90 days. The total amount paid shall be based upon that portion of the salary computed in accordance with state schedules, regardless of the source of funding, and shall be based upon 50 percent of the per diem rate of pay in effect at the time of retirement. Effective July 1, 1986, in the event of the death of a teacher or other school employee, payment shall be made to his or her estate at the rate of 1 day's pay for each day of unused sick leave not to exceed 90 days. Effective July 1, 1991, for school employees of the Department of Education and school district boards of education the per diem rate shall be 1/185 in the fiscal year beginning July 1, 1999; 1/187 in the fiscal year beginning July 1, 2000; 1/188 for the fiscal year beginning July 1, 2001;

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APPENDIX G
(continued)

- and 1/190 for the fiscal year beginning July 1, 2003; and each succeeding fiscal year, of the annual salary based on state salary schedule for those employed 10 months; for those employed 11 months the per diem rate shall be 1/204 in the fiscal year beginning July 1, 1999; 1/206 in the fiscal year beginning July 1, 2000; 1/207 for the fiscal year beginning July 1, 2001; and 1/209 for the fiscal year beginning June 1, 2003 and each succeeding fiscal year, of the annual salary based on state salary schedule; and for those employed 12 months, the per diem rate shall be 1/222 of the annual salary based on state salary schedule. The local employing agency shall certify the number of days to which the employee shall be entitled.
- (h) The maximum amount of annual leave which any employee shall be permitted to accumulate shall be 42 days. At the end of each fiscal year, the accumulated annual leave of each employee shall equal not more than 42 days. Where, prior to the end of a fiscal year, an employee has accumulated more than 42 days of annual leave, such annual leave shall be adjusted to 42 days at the end of such fiscal year.
 - (i) Effective September 1, 1991, the per diem rates used to pay retiring employees for accrued annual leave shall be identical to the per diem rates for sick leave contained in subsection (g) of this section.
 - (j) Any absence not covered in subsection (a), (b), (c), (d), (e), (f) or (g) of this section shall be considered unexcused.
 - (k) A duly elected president of the Delaware State Education Association, as defined in Chapter 40 of this title, who requests a leave of absence without pay from a school board shall be granted a leave of absence by said school board from service for the duration of the elected term. Said employee shall be eligible to purchase health insurance for him/herself and eligible dependents and other state benefits at his/her cost during said leave of absence. Other duly elected officers of the Delaware State Education Association shall be granted 30 release days by the employing board to represent the Association for education-related business. The Association shall be responsible for the costs of substitute teachers when utilized to provide coverage for the elected officer. In addition, when the Association determines the need and makes a request for the hiring of a teaching partner, the duly elected officer shall be granted no less than 60 or more than 100 release days by the employing school board to represent the Association for education-related business. The teaching partner will be hired on a full-time and annual basis to ensure continuity of instruction during periods of time when the Association officer is engaging in education-related business as a representative of the Association. Release time granted pursuant to this section shall be in addition to other leaves granted the employee by this section. The Association shall be responsible for the cost incurred related to the hiring of the teaching partner.

Records of Absences; Proof (Title 14, Chapter 13, §1319)

Each employing board shall keep an accurate record of the absences from duty and reasons therefor of all employees for whatsoever reason, and may require a statement from the employee when absent because of illness to the effect that he or she was unable to perform his or her duties during the period of absence. The board may request a physician's certificate if in its judgment this is necessary.

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APPENDIX G
(continued)

Leave of Absence for Persons in Military Service (Title 14, Chapter 13, →1327)

- (a) If a regularly appointed and employed principal, teacher or other employee of a school district is called to the service of or voluntarily enters the armed forces of the United States of America or the National Guard of this State when in continuous active service, the school board shall grant to such principal, teacher or other employee a leave of absence which shall cover the period of military service, not to exceed 3 years, or until the term of service to which he or she has been called is terminated, and upon the completion of the leave of absence reinstate such principal, teacher or other employee in the position which he or she held at the time that the leave of absence was granted. The contract with such principal, teacher or other employee shall continue in force under the same conditions as if the principal, teacher or other employee had been in the continuous service of the board during the period of the leave of absence; provided, such regularly appointed and employed principal, teacher or other employee has received a certificate of satisfactory completion of military service.
- (b) During said leave of absence resulting from Operation Desert Shield/Storm, Operation Noble Eagle or Operation Enduring Freedom, such principal, teacher or other employee at a school district shall continue to receive the employee's state compensation during the initial period of active duty prescribed by the military, to be reduced by any military compensation received. The Department of Education shall adopt rules and regulations necessary to implement the provisions of this subsection that are consistent with those adopted by the Office of State Personnel pursuant to § 5105(b) of Title 29. These rules shall make it the responsibility of the employee to initiate the claim and supply the required military pay information. The State shall be responsible for collecting information relating to state compensation. Claims shall be filed within 90 days of release from active duty or passage of this legislation, whichever is later.
- (c) For the purpose of subsection (b) of this section state compensation shall be limited to the state share of the base salary as calculated from the appropriate salary schedule, administrative supplements and all other stipends. Military compensation shall include base salary, basic allowance for quarters (BAQ), basic allowance for subsistence (BAS), hazardous duty pay and all other supplemental compensation multiplied by the ratio of state compensation to total compensation.
- (d) The person who may be appointed to replace the principal, teacher or other employee shall be appointed only for the period covered by the leave of absence.

Election of Employee to Public Office; Leave (Title 29, Chapter 51, →5110)

In the event any employee of this State, including any employee of the public schools, is elected to any public office provided for by the Constitution of the State or the Delaware Code, such employee shall be granted such leave of absence without pay as is reasonable and necessary to perform the duties in such office. Upon the completion of such leave, the employee shall be reinstated in the position which the employee held at the time such leave of absence was granted.

Leave for Olympic Competition

Title 29, Chapter 51, →5113 specifies the conditions under which leave will be granted to State employees for Olympic Competition.

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**APPENDIX G
(continued)**

Leave of Absence Upon Adoption of Child (Title 29, Chapter 51, →5116)

- (a) Any employee of the State who has been continuously employed on a full-time basis for at least 1 year at the time of application for leave under this section is entitled to 6 weeks unpaid leave upon the adoption of a minor child. Said employee shall be entitled to be reinstated in the position held at the time of the granting of the leave of absence. Neither vacation leave nor sick leave shall be accumulated during such leave of absence without pay under this section.
- (b) The State Personnel Commission is empowered to adopt appropriate rules and regulations to implement this section.

Maternity Leave

See District policy regarding Family and Medical Leave Act (FMLA).

B-0387

Appendix C

**ADDENDUM TO THE POLICY FOR APPRAISING
TEACHERS AND SPECIALISTS**

The following changes in the "Policy for Appraising Teachers and Specialists" became effective October 18, 1991 and continued in effect until June 30, 1993. On July 21, 1994, the State Board of Education approved a two year extension. The addendum then continued in effect until June 30, 1996. On May 18, 1996, the State Board of Education voted to extend the changes in the addendum again and to keep it in effect until the Delaware Performance Appraisal System can be thoroughly reviewed and appropriate revisions made to assure alignment with the vision of teaching and learning represented in the Delaware Content Standards for Students and the Delaware Standards for Teachers.

A. Staff Categories

1. Current policy categorizes and defines teachers/specialists as follows:

Tenured:

certificated professional employees who have completed three (3) years of service in the State, two (2) of which shall have been in the employ of the same board.

Non-tenured:

certificated professional employees who have not completed three (3) years of service in the state, two (2) of which shall have been in the employ of the same board.

2. This addendum reclassifies teachers/specialists in Section 1 as follows:

Group 1:

non-tenured as defined in Section 1 above; and

tenured teachers/specialists, as defined above, who have an Individual Improvement Plan as outlined in Supplement 4, Section C of the current policy.

Group 2:

tenured teachers/specialists, as defined in Section 1 above, that transfer within the State of Delaware and become non-tenured in the new district, or within the current district to a new assignment/building and voluntarily produce the most recent appraisal indicating effective or exemplary performance ratings.

Group 3:

tenured teachers/specialists, as defined in Section 1 above, with effective or exemplary performance ratings.

3. Procedures for the three (3) groups as defined in Section 2 shall be as follows:

Group 1:

At a minimum, the appraisal process as defined by the current policy shall be followed using current policy forms. Current policy states that non-tenured teachers/specialists shall receive a minimum of three (3) formative conferences/reports and a performance appraisal/conference each year.

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Appendix C continued

✓ Group 2:

Teachers/specialists shall receive a minimum of one (1) formative conference/report each of two (2) years and a performance appraisal/conference at the end of a two-year cycle using current policy forms.

Group 3:

Teachers/specialists shall receive a minimum of one (1) formative conference/report each of two (2) years and a performance appraisal/conference at the end of a two-year cycle using the revised instrument (see attachment).

9/4/91

Revised 7/14/94

Revised 5/18/96

Doc. No. 95-01/91/09/12

LESSON ANALYSIS*

Teacher _____ Date of Observation _____

Subject Area _____ Grade _____ Time _____

No. of Students _____ Announced _____ Unannounced _____ Status _____

School _____

Below is a summary of information from the lesson observation. The comments are designed to provide feedback to the teacher regarding strengths and areas for growth. The appraiser shall write a concise narrative which focuses on the categories described in the Policy for Appraising Teachers and Specialists.

DESCRIPTION OF LESSON:**NARRATIVE:**

*For use with Group 3 as described in the Addendum to the Policy for Appraising Teachers and Specialists

COMMENDATIONS/RECOMMENDED AREAS FOR GROWTH/COMMENTS:

The teacher and appraiser shall sign the Lesson Analysis to indicate that it has been reviewed and discussed, and that the teacher necessarily agrees with the Lesson Analysis. Further, the teacher may submit additional information on a **TEACHER/SPECIALIST APPRAISAL RESPONSE FORM**, within fifteen (15) working days of the date of the teacher's signature on this Lesson Analysis. Place an (x) in the box below to indicate your desire to submit additional information and to receive a Teacher/Specialist Appraisal Response Form. The Teacher/Specialist Appraisal Response Form shall be appended to this Lesson Analysis and shall become part of the appraisal record.

Teacher's Signature/Date

Appraiser's Signature/Date

☐

Additional information will be submitted by the teacher within fifteen (15) working days on a Teacher/Specialist Appraisal Response Form.

JOB ANALYSIS*

Specialist _____ Observation Period _____
Specialist Area _____ Time _____
Announced _____ Unannounced _____ Status _____ School _____

Below is a summary of information from the observation and discussion. The comments are designed to provide feedback to the specialist regarding strengths and areas for growth. The appraiser shall write a concise narrative which focuses on the categories described in the Policy for Appraising Teachers and Specialists.

DESCRIPTION OF RESPONSIBILITIES:

NARRATIVE:

*For use with Group 3 as described in the Addendum to the Policy for Appraising Teachers and Specialists

COMMENDATIONS/RECOMMENDED AREAS FOR GROWTH/COMMENTS:

The specialist and appraiser shall sign the Job Analysis to indicate that it has been reviewed and discussed, not that the specialist necessarily agrees with the appraisal. Further, the specialist may submit additional information on a TEACHER/SPECIALIST APPRAISAL RESPONSE FORM, within fifteen (15) working days of the specialist signature on this Job Analysis. Place an (x) in the box below to indicate your desire to submit additional information and to receive a Teacher/Specialist Appraisal Response Form. The Teacher/Specialist Appraisal Response Form shall be appended to this Job Analysis and shall become part of the appraisal record.

Specialist's Signature/Date

Appraiser's Signature/Date

☐

Additional information will be submitted by the specialist within fifteen (15) working days on a Teacher/Specialist Appraisal Response Form.

POLICY FOR APPRAISING TEACHERS AND SPECIALISTS

- I. The State Board of Education believes that the purpose of teacher/specialist appraisal is to assess instructional performance so that the quality of instruction can be improved, professional development activities can be prescribed, and a foundation for administrative decisions can be developed.
- II. Effective September 1, 1990, the State Board of Education prescribes the following minimum requirements for the appraisal of teachers/specialists:
 - A. Tenured teachers/specialists (certificated professional employees who have completed three (3) years of service in the State, two (2) years of which shall have been in the employ of the same board,) shall receive a minimum of three (3) formative conferences/reports and a performance appraisal/conference within a two (2) year appraisal cycle. A district can opt to shorten the length of the appraisal cycle for tenured teachers/specialists to one (1) year provided the performance appraisal is supported by a minimum of two (2) formative conferences/reports. Non-tenured teachers/specialists shall receive a minimum of three (3) formative conferences/reports and a performance appraisal/conference each year.
 - B. The formative phase of the appraisal system shall consist of a pre-observation conference, data collection and formative conferences/reports. Procedures and instruments for implementing the formative phase are attached in Supplement 4, Section A.
 - C. The following six (6) categories of criteria shall be the basis upon which, as a minimum, the performance of teachers/specialists shall be appraised. Specific examples for each criterion are in Supplement 4, Section B.
 1. INSTRUCTIONAL PLANNING/PLANNING/PREPARATION
 2. ORGANIZATION AND MANAGEMENT OF CLASSROOM/ORGANIZATION AND MANAGEMENT
 3. INSTRUCTIONAL STRATEGIES/STRATEGIES AND TECHNIQUES
 4. TEACHER/STUDENT INTERACTION/SPECIALIST/STUDENT/STAFF INTERACTION
 5. EVALUATION OF STUDENT PERFORMANCE/MONITORING/EVALUATING PERFORMANCE
 6. RELATED RESPONSIBILITIES
 - D. The performance appraisal shall be the evaluation component and will complete the appraisal cycle. Procedures and instruments for implementing the performance appraisal are attached in Supplement 4, Section C.

E. The ratings for the performance appraisal shall be as follows:

EXEMPLARY: Performance in a category indicates that the teacher/specialist could serve as a model for other teachers/specialists.

EFFECTIVE: Performance in a category consistently meets district expectations.

NEEDS IMPROVEMENT: Performance in a category is not consistently effective.

UNSATISFACTORY: Performance in a category is not effective and jeopardizes continued employment.

✓F. An Individual Improvement Plan shall be developed when an individual's performance in any category has been appraised as Needs Improvement or Unsatisfactory on a Performance Appraisal. Specific procedures for completing an Individual Improvement Plan are in Supplement 4, Section C.

G. Appraisers and teachers/specialists shall sign all appraisal instruments indicating that the documents have been reviewed and discussed. A teacher/specialist may submit additional information following the procedures outlined in Supplement 4, Section D.

H. Appraisal system terms have been defined in Supplement 4, Section E to facilitate the understanding and administration of the appraisal process.

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B-0395

**SUPPLEMENT 4
SECTION A
FORMATIVE PHASE**

Suggested procedures for implementing the formative phase of the Delaware Performance Appraisal System for Teachers/Specialists are as follows:

1. An observation for teachers is a means of collecting sufficient data to analyze a lesson and assess performance. For specialists, an observation may be a collection of data over a specified period of time (up to four weeks), or it may be an observation of sufficient length to gather appropriate data (no less than 20 minutes). It is strongly recommended that the first observation for teachers/specialists be announced and of sufficient length to see a lesson from beginning to end. Subsequent observations may be announced or unannounced but should be of sufficient length, at least twenty (20) minutes, to analyze the lesson and assess performance. There shall be sufficient time between observations for the teacher/specialist to improve his or her performance. Observations shall not begin until after the first full week of the school year, unless the previous year's Individual Improvement Plan calls for such an observation. Observations shall be completed before the last full week of the school year.
 - A. Each announced observation shall be preceded by a pre-observation conference and requires a pre-observation form.
 - B. The pre-observation form shall be completed by the teacher/specialist and presented to the appraiser before or during the pre-observation conference.
 - C. The pre-observation conference shall be held during the work day preceding the scheduled date of observation or a mutually agreed upon time prior to the date of the scheduled observation.
2. Tenured teachers/specialists (certificated professional employees who have completed three (3) years of service in the State, two (2) years of which shall have been in the employ of the same board,) shall receive a minimum of three (3) formative conferences/reports, at least one (1) of which is announced, using a Lesson Analysis for each observation and a performance appraisal/conference within a two (2) year appraisal cycle. It is the intent of the system that within the two year period, at least one (1) observation shall be held on the alternate year, while at least two (2) observations be held during the year for the Performance Appraisal. A district can opt to shorten the length of the appraisal cycle for tenured teachers/specialists to one (1) year provided the performance appraisal is supported by a minimum of two (2) formative conferences/reports. Any tenured teacher who is new to an assignment/building shall receive a Performance Appraisal at the end of the first year, based on a minimum of two (2) Lesson Analyses.
3. Non-tenured teachers/specialists shall receive a minimum of three (3) formative conferences/reports using a Lesson Analysis for each observation and a performance appraisal/conference each year. The observations shall consist of at least two (2) announced observations of sufficient length to see a lesson from beginning to end, plus one (1) unannounced observation followed by a conference. Other observations should be no less than twenty (20) minutes in length.
4. Following each observation the appraiser shall complete the Lesson/Job Analysis to provide feedback to teachers regarding strengths and identified areas for growth.

Discussion of the written narrative shall occur during a post conference. The appraiser shall provide a concise written narrative which describes performance for each performance category observed, and which focuses on the behaviors in that category.

- A. Complete the identification information at the top of the form.
 - B. Write a brief overview of the lesson observed to be used for future reference.
 - C. Based on the behaviors for the category, write a concise narrative which describes performance for each of the observed performance categories.
 - D. Category I, Instructional Planning/Planning/Preparation and Category V, Evaluation of Student Performance/Monitoring/Evaluating Performance may be circled N/A (not applicable) for an unannounced observation unless one or both categories had been identified as recommended areas for growth.
 - ✓ E. If an individual's overall performance during an observed lesson is unsatisfactory, the appraiser shall indicate such above the signature line on the last page of the Lesson/Job Analysis by typing "PERFORMANCE IS UNSATISFACTORY" and initialing the statement. This is an indication that an Individual Improvement Plan shall be developed and implemented.
 - F. The completed Lesson/Job Analysis shall be submitted to the teacher/specialist within three (3) working days following the observation.
5. A post observation conference shall be held no earlier than one (1) working day and no later than fifteen (15) working days following the submission of the Lesson/Job Analysis to the teacher. If the appraiser has indicated unsatisfactory performance, an Individual Improvement Plan shall be mutually developed based upon the procedures for completing the Individual Improvement Plans in Supplement 4, Section C.

6. The suggested target dates for completion are as follows:

TENURED:

Lesson/Job Analysis 1	November 30
Lesson/Job Analysis 2	April 30
Lesson/Job Analysis 1 (alternate year)	February 28
Performance Appraisal	May 31

NON-TENURED:

Lesson/Job Analysis 1	October 31
Lesson/Job Analysis 2	January 31
Lesson/Job Analysis 3	April 30
Performance Appraisal	May 31

PRE-OBSERVATION FORM*

Name _____ School _____

Subject Area _____ Grade _____

Date of Observation _____

THE TEACHER SHALL COMPLETE THE FOLLOWING AND RETURN A COPY OF THE FORM TO THE APPRAISER BEFORE OR DURING THE PRE-OBSERVATION CONFERENCE.

1. What are the objectives of the lesson, activities and/or unit? What will students be expected to know or do at the end of this lesson? How do they fit into the scope and sequence of the curriculum?

2. What teaching/learning activities and methods will be used to accomplish the objectives and promote teacher/student interaction?

3. How do you plan to determine if your objectives have been met?

4. What special conditions, if any, in the room environment should the appraiser be aware of? What unusual student interactions/behaviors/interruptions, if any, should the appraiser be aware of?
5. What group and/or individual routines and procedures have been established for this class?
6. What special techniques will you use of which the appraiser should be aware?
7. List any special behaviors and/or categories on which you would like the appraiser to focus.

The teacher and appraiser shall sign the Pre-Observation Form to indicate that it has been reviewed and discussed, not that the appraiser necessarily agrees with the Pre-Observation Form.

Date of Pre-Conference _____

Teacher's Signature _____

Appraiser's Signature _____

PRE-OBSERVATION FORM*

Name _____ School _____

Specialist Area _____

Observation Period _____

THE SPECIALIST SHALL COMPLETE THE FOLLOWING AND RETURN A COPY TO THE APPRAISER BEFORE OR DURING THE PRE-OBSERVATION CONFERENCE. (FORM MAY BE COMPLETED DURING THE CONFERENCE.)

1. List the categories/behaviors which will be targeted during this observation period.

2. List the goals/objectives that relate to the categories/behaviors listed in #1 above.

3. What methods and/or activities will be used to meet the goals/objectives listed above?

* USE FOR ANNOUNCED OBSERVATIONS

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